

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF NORTH CAROLINA

THE COPPER CELLAR CORPORATION, )  
)  
Plaintiff, )  
)  
v. )  
)  
COPPER CELLAR, LLC, )  
)  
Defendant. )

No.2:08-cv-7

FILED  
ASHEVILLE, N.C.  
OCT 24 2008  
U.S. DISTRICT COURT  
W. DIST. OF N.C.

CONSENT JUDGMENT

This matter comes before the Court on the joint motion of the parties for entry of final judgment with respect to all pending claims. The Court being advised that all claims and other matters in this action have been fully, finally, and completely resolved and settled subject to the provisions hereof, IT IS HEREBY STIPULATED AND AGREED by the parties hereto as follows:

1. This Court has jurisdiction over the parties to this action and over the subject matter.
2. The Copper Cellar Corporation ("Plaintiff") is the owner of all rights relating to the mark COPPER CELLAR for restaurant and bar services, food and beverage products, microbrewery services and products therefrom, said rights further including ownership of all right, title, and interest in and to U.S. Service Mark Registration Nos. 1,191,419 and 3,190,812 for the COPPER CELLAR Mark.
3. Copper Cellar, LLC ("Defendant") has used the term "Copper Cellar" for and in connection with restaurant services and for various goods and services related thereto ("Defendant's Goods and Services").

4. Defendant and its agents, employees, servants, representatives, officers, directors, shareholders, subsidiaries, attorneys, affiliates, and all of its/their successors and assigns and any and all persons acting in concert with them are hereby permanently and perpetually enjoined and restrained from and against doing any and all of the following acts, directly or indirectly, and from aiding, abetting, inducing, or contributing to anyone else doing any of the same:

(a) Continuing, resuming or initiating the use of the term "Copper Cellar" either alone or in combination with any other words, letters, or design elements for or in connection with any of Defendant's Goods and Services or any other mark, name or logo which so resembles the COPPER CELLAR Mark as to be likely to cause confusion, deception, or mistake on or in connection with any advertising, manufacture, use, offering for sale, or sale of any goods or services;

(b) Further diluting, infringing, or in any way violating the rights or interests of Plaintiff in or relating to the COPPER CELLAR Mark;

(c) Challenging the validity, enforceability or ownership of the COPPER CELLAR mark or the validity or enforceability of any of the provisions of this Consent Judgment.

5. The parties have entered into a certain Settlement Agreement dated October 3, 2008, providing for the entry of this Consent Judgment.

6. The Court shall retain jurisdiction over the parties to enforce the terms of this Consent Judgment and the Settlement Agreement.

7. All claims are hereby dismissed with prejudice.

8. All parties shall bear their own costs and attorney's fees.

IT IS SO ORDERED.

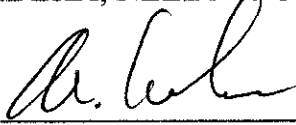
Enter:

  
The Honorable LACY H. THORNBURG  
U.S. DISTRICT COURT JUDGE 10-24-08

CONSENTED TO ON BEHALF  
OF THE PARTIES BY:

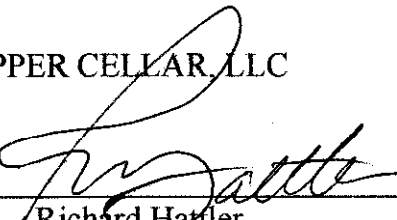
LUEDEKA, NEELY & GRAHAM, P.C.

Dated: 10/22/08

By:   
Mark S. Graham  
Attorney for Plaintiffs

COPPER CELLAR, LLC

Dated: 10/20/08

By:   
Richard Hattler  
Managing Member of Defendant